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9 ELECTRONIC ARTS INC.

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA

12 IN RE GOOGLE PLAY STORE ANTITRUST  
13 LITIGATION

Case No. 3:21-md-02981-JD

14 **DECLARATION OF BETSY CONTRO IN**  
15 **SUPPORT OF ADMINISTRATIVE**  
16 **MOTION TO FILE UNDER SEAL**  
17 **PLAINTIFFS' PROPOSED REMEDY RE**  
18 **GOOGLE'S DESTRUCTION OF CHAT**  
19 **EVIDENCE**

20 Judge: Hon. James Donato

21 Date Filed: February 5, 2021  
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1 I, Betsy Contro, declare:

2 1. I am not a party to this action and am over the age of 18 years. I submit this  
3 declaration pursuant to Northern District of California Civil Local Rule 79-5. Unless otherwise  
4 stated, the contents of this declaration are based on my personal knowledge, and if called as a  
5 witness in this matter, I could and would testify thereto.

6 2. Electronic Arts Inc. ("EA") is one of the world's leading digital interactive  
7 entertainment companies. It develops, publishes, and distributes games, content, and services for  
8 video game consoles, personal computers, and mobile devices.

9 3. I am an employee of EA and my title is Senior Counsel, Litigation. I am  
10 responsible for managing EA's civil litigation matters, including EA's collection and production  
11 of corporate documents. I am familiar with EA's document storage policies, including the steps  
12 EA takes to ensure that certain documents remain confidential and are accessible only by a  
13 limited group of authorized employees.

14 4. EA does not publicly disclose the terms and performance metrics of its distribution  
15 and marketing agreements with Google. This confidential information is commercially sensitive  
16 because EA engages in negotiations with partners over such deals, and the public disclosure of  
17 terms would give EA's other negotiating partners a strategic advantage in those negotiations. EA  
18 does not share this type of agreement information with third parties, and allowing them access to  
19 it through public disclosure in this litigation would prejudice EA and cause EA competitive harm.

20 5. I understand that certain documents submitted in connection with Plaintiffs'  
21 Proposed Remedy re: Google's Destruction of Chat Evidence reference information about EA  
22 that has been designated "Highly Confidential – Attorneys' Eyes Only." I have reviewed  
23 excerpts from those documents, provided to me by counsel for Defendants. EA hereby  
24 respectfully seeks the sealing of the following excerpts for the listed reasons:

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Excerpt Location	General Description	Reason for Sealing
Dkt. No. 608, Ex. 11 at GOOG-PLAY-010849911	Contribution margin and value to developer metrics	EA does not publicly disclose performance metrics related to its agreements with Google. Such metrics are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
Dkt. No. 608, Ex. 11 at GOOG-PLAY-010849930	EA financial data	EA does not publicly disclose the terms of its agreements with Google. The terms of such agreements are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
Dkt. No. 608, Ex. 15 at GOOG-PLAY-004146698	Terms of EA agreement with Google	EA does not publicly disclose the terms of its agreements with Google. The terms of such agreements are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
Dkt. No. 608, Ex. 15 at GOOG-PLAY-004146702	EA assessment of relationship with Google	EA does not publicly disclose its assessments of its relationships with Google.

Excerpt Location	General Description	Reason for Sealing
		Such assessments are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
Dkt. No. 608, Ex. 15 at GOOG-PLAY-004146703	Growth metrics	EA does not publicly disclose performance metrics related to its agreements with Google. Such metrics are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
Dkt. No. 608, Ex. 15 at GOOG-PLAY-004146707	EA financial data	EA does not publicly disclose the terms of its agreements with Google. The terms of such agreements are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
Dkt. No. 608, Ex. 15 at GOOG-PLAY-004146731	EA financial data	EA does not publicly disclose the terms of its agreements with Google. The terms of such agreements are commercially sensitive information, and EA's other

Excerpt Location	General Description	Reason for Sealing
		partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
Dkt. No. 608, Ex. 15 at GOOG-PLAY-004146732	EA financial data	EA does not publicly disclose the terms of its agreements with Google. The terms of such agreements are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.
Dkt. No. 608, Ex. 15 at GOOG-PLAY-004146746	EA financial data	EA does not publicly disclose the terms of its agreements with Google. The terms of such agreements are commercially sensitive information, and EA's other partners would use them if publicly disclosed to gain a strategic advantage in future negotiations with EA. EA would be prejudiced by the public disclosure of this information.

6. EA has sought to seal the narrowest amount of information possible while still protecting EA from the harm that would result from the public disclosure of this sensitive confidential information. There are no less-restrictive alternatives to address the harm EA would suffer if the information is publicly disclosed.

1           7.       EA respectfully requests that the Court seal this limited information based upon  
2 good cause shown and file in the public record redacted versions of the documents described  
3 herein.

4           Executed this 28th day of September, 2023, at Redwood City, California. I declare  
5 under penalty of perjury that the foregoing is true and correct.

DocuSigned by:  
*BETSY CONTRO*  
07BA68ADB064466

BETSY CONTRO